

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF VIRGINIA  
ROANOKE DIVISION

DEANNA COFFEY, )  
Plaintiff, )  
v. ) Case No. 7:19cv15  
TYLER STAFFING SERVICES, INC., )  
D/B/A CHASE PROFESSIONALS )  
(ROANOKE CI), et al. )  
Defendants.

**ANSWER TO AMENDED COMPLAINT**

COMES NOW defendant ServiceMaster of Shenandoah Valley, Inc. ("ServiceMaster"), by counsel, pursuant to Rules 7(a)(2) and 15(a)(3) of the Federal Rules of Civil Procedure, and files this Answer to the Amended Complaint, ECF No. 48, filed by Deanna Coffey ("Coffey"). In support thereof, ServiceMaster states as follows:

ServiceMaster denies each and every allegation contained in the Amended Complaint except as hereinafter may be expressly admitted.

In response to the numbered paragraphs contained in the Amended Complaint, ServiceMaster admits, denies, or otherwise responds as follows:

1. The allegations contained in paragraph 1 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 1.

2. The allegations contained in paragraph 2 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 2.

3. The allegations contained in paragraph 3 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 3.

4. Regarding the allegations contained in paragraph 4 of the Amended Complaint, ServiceMaster admits only that Coffey filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") naming ServiceMaster as the respondent. ServiceMaster lacks sufficient information to either admit or deny the remaining allegations contained in paragraph 4.

5. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 5 of the Amended Complaint.

6. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 6 of the Amended Complaint.

7. Regarding the allegations contained in paragraph 7 of the Amended Complaint, ServiceMaster admits only that it is a corporation doing business in the Commonwealth of Virginia. ServiceMaster denies any remaining factual allegations contained in paragraph 7.

8. The allegations contained in paragraph 8 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 8.

9. The allegations contained in paragraph 9 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster lacks sufficient information to either admit or deny any remaining factual allegations contained in paragraph 9.

10. Regarding the allegations in paragraph 10 of the Amended Complaint, ServiceMaster admits only that Coffey was a temporary worker referred to ServiceMaster by a staffing and

recruiting agency, Chase Professionals, and began work at ServiceMaster on January 10, 2017. ServiceMaster lacks sufficient information to either admit or deny any remaining factual allegations contained in paragraph 10.

11. Regarding the allegations contained in paragraph 11 of the Amended Complaint, ServiceMaster admits only that Chase Professionals is a staffing and recruiting agency that provided payroll services for temporary workers assigned to ServiceMaster. ServiceMaster denies the remaining allegations contained in paragraph 11.

12. The allegations contained in paragraph 12 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 12.

13. Regarding the allegations contained in paragraph 13 of the Amended Complaint, ServiceMaster admits only that Chase Professionals provided payroll services for temporary workers assigned to ServiceMaster. ServiceMaster lacks sufficient information to either admit or deny the remaining allegations contained in paragraph 13.

14. Regarding the allegations contained in paragraph 14 of the Amended Complaint, ServiceMaster admits only that it assigned the location of Coffey's daily job assignments, provided Coffey with a ServiceMaster t-shirt, a Fleetmatics key fob, and tools and supplies necessary to perform her job assignments. ServiceMaster denies the remaining allegations in paragraph 14.

15. Regarding the allegations contained in paragraph 15 of the Amended Complaint, ServiceMaster admits only that Coffey worked alongside ServiceMaster employees and other temporary workers assigned to ServiceMaster and worked under the supervision of

ServiceMaster employees during her assignment with ServiceMaster. ServiceMaster denies any remaining factual allegations contained in paragraph 15.

16. Regarding the allegations contained in paragraph 16 of the Amended Complaint, ServiceMaster admits only that Coffey used some tools and equipment provided by ServiceMaster during her assignment with ServiceMaster. ServiceMaster denies any remaining factual allegations contained in paragraph 16.

17. Regarding the allegations contained in paragraph 17 of the Amended Complaint, ServiceMaster admits only that Coffey was a temporary worker referred to ServiceMaster by a staffing and recruiting agency, Chase Professionals, and began work at ServiceMaster on January 10, 2017. ServiceMaster lacks sufficient information to either admit or deny any remaining factual allegations contained in paragraph 17.

18. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 18 of the Amended Complaint.

19. Regarding the allegations in paragraph 19 of the Amended Complaint, ServiceMaster admits only that ServiceMaster contacted Chase Professionals on March 8, 2017, to advise Chase Professionals that ServiceMaster was terminating Coffey's temporary assignment effective at the end of the day. ServiceMaster denies any remaining allegations contained in paragraph 19.

20. ServiceMaster denies the allegations contained in paragraph 20 of the Amended Complaint.

21. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 21 of the Amended Complaint.

22. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 22 of the Amended Complaint.

23. ServiceMaster denies the allegations in paragraph 23 of the Amended Complaint.

24. Regarding the allegations contained in paragraph 24 of the Amended Complaint, ServiceMaster admits only that on February 13, 2017, Coffey was instructed to report perceived sexual harassment to her supervisor during a training attended by Todd White, Chris Martin, and Johnny Shingleton. ServiceMaster denies the remaining allegations in paragraph 24.

25. Regarding the allegations contained in paragraph 25 of the Amended Complaint, ServiceMaster admits only that Chris Martin, Todd White, Jeb Arbaugh, and John Shingleton were employed by ServiceMaster during the time referenced in the Amended Complaint. ServiceMaster denies any remaining factual allegations contained in paragraph 25.

26. ServiceMaster denies the allegations in paragraph 26 of the Amended Complaint.

27. ServiceMaster denies the allegations in paragraph 27 of the Amended Complaint.

28. ServiceMaster lacks sufficient information to either admit or deny the allegations in paragraph 28 of the Amended Complaint.

29. ServiceMaster denies the allegations in paragraph 29 of the Amended Complaint.

30. ServiceMaster denies the allegations in paragraph 30 of the Amended Complaint.

31. ServiceMaster denies the allegations in paragraph 31 of the Amended Complaint.

32. Regarding the allegations contained in paragraph 32 of the Amended Complaint, ServiceMaster admits only that Coffey stated to Mary Faw that Charles Chapman made a comment to Coffey about Coffey's pants being tight. ServiceMaster denies any remaining factual allegations contained in paragraph 32.

33. Regarding the allegations contained in paragraph 33 of the Amended Complaint, ServiceMaster admits only that on or about March 6, 2017, Coffey stated to Chris Martin and Todd White that Charles Chapman made comments about his dating life and Coffey's clothing and Martin and/or White told Coffey he/they would talk with all people involved in order to resolve the matter immediately. ServiceMaster denies any remaining factual allegations contained in paragraph 33 as written.

34. ServiceMaster denies the allegations contained in paragraph 34 of the Amended Complaint.

35. ServiceMaster denies the allegations contained in paragraph 35 of the Amended Complaint.

36. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 36 of the Amended Complaint.

37. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 37 of the Amended Complaint.

38. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 38 of the Amended Complaint.

39. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 39 of the Amended Complaint.

40. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 40 of the Amended Complaint.

41. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 41 of the Amended Complaint.

42. ServiceMaster admits the allegations contained in paragraph 42 of the Amended Complaint.

43. Regarding the allegations contained in paragraph 43 of the Amended Complaint, ServiceMaster admits only that Coffey has not performed any work for ServiceMaster since March 8, 2017. ServiceMaster denies the remaining allegations contained in paragraph 43.

44. ServiceMaster lacks sufficient information to either admit or deny the allegations contained in paragraph 44 of the Amended Complaint.

45. For its response to paragraph 45 of the Amended Complaint, ServiceMaster incorporates by reference its responses to paragraphs 1–44 as if fully set forth herein.

46. The allegations contained in paragraph 46 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 46.

47. The allegations contained in paragraph 47 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 47.

48. The allegations contained in paragraph 48 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 48.

49. The allegations contained in paragraph 49 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 49.

50. ServiceMaster denies the allegations contained in paragraph 50 of the Amended Complaint.

51. ServiceMaster denies the allegations contained in paragraph 51 of the Amended Complaint.

52. The allegations contained in paragraph 52 of the Amended Complaint are mere legal conclusions to which no response is required. ServiceMaster denies any remaining factual allegations contained in paragraph 52.

53. For its response to the allegations in paragraph 53 of the Amended Complaint, ServiceMaster incorporates by reference its responses to paragraphs 1-52 as if fully set forth herein.

54. ServiceMaster denies the allegations contained in paragraph 54 of the Amended Complaint.

55. ServiceMaster denies the allegations contained in paragraph 55 of the Amended Complaint.

56. ServiceMaster denies the allegations contained in paragraph 56 of the Amended Complaint.

57. ServiceMaster denies that Coffey is entitled to the relief/damages sought from ServiceMaster in the Amended Complaint or to any relief/damages from ServiceMaster whatsoever.

58. Trial by jury is demanded.

#### AFFIRMATIVE DEFENSES

59. ServiceMaster was not Coffey's "employer" under Title VII.

60. ServiceMaster had a legitimate, non-retaliatory reason for terminating Coffey's temporary assignment.

61. Coffey fails to state a claim for sexual harassment/sex discrimination/hostile work environment under Title VII.

62. The alleged harassment was not sufficiently pervasive or severe so as to alter the conditions of employment and create an abusive or hostile atmosphere.

63. No basis exists for imputing liability for the alleged harassment to ServiceMaster.

64. Coffey fails to state a claim for retaliation under Title VII.

65. ServiceMaster's reason for terminating Coffey's temporary assignment was not pretext.

66. ServiceMaster took reasonable steps to correct the alleged harassing behavior.

67. Coffey failed to mitigate her damages.

68. Coffey's claims are barred by the applicable statute of limitations.

69. The Complaint fails to allege sufficient facts warranting punitive damages.

70. The United States District Court for the Western District of Virginia is an improper venue for this action.

71. ServiceMaster reserves the right to amend this Answer to assert any other affirmative defenses supported by the evidence and information learned in discovery.

Respectfully submitted,

SERVICEMASTER OF SHENANDOAH VALLEY,  
INC.

**FAP**  
FRITH  
ANDERSON  
+ PEAKE PC  
ATTORNEYS AT LAW  
Roanoke, Virginia

/s/

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**CERTIFICATE OF SERVICE**

I hereby certify that on July 25, 2019 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will automatically send notification of such filing to counsel of record

/s/  
Nathan H. Schnetzler

